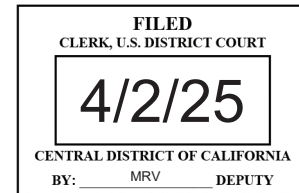


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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

AKIL JERMAINE RICKS and
ANNDRAYA ALLIEJ STINSON,

Defendants.

No. 2:25-cr-00238-ODW

PLEA AGREEMENT FOR DEFENDANT
ANNDRAYA ALLIEJ STINSON

1. This constitutes the plea agreement between ANNDRAYA ALLIEJ STINSON ("defendant"), and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a) At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Count One of the

1 Information, which charges defendant with Conspiracy to Commit Bank
2 Fraud, in violation of 18 U.S.C. § 1349.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as
7 ordered for service of sentence, obey all conditions of any bond,
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless (1) the prison
24 sentence exceeds 15 years, (2) the fine or term of probation or
25 supervised release exceed the statutory maximum, or (3) restitution
26 exceeds \$10 million.

27 THE USAO'S OBLIGATIONS

28 3. The USAO agrees to:

1 a) Not contest facts agreed to in this agreement.

2 b) At the time of sentencing, move to dismiss the
3 remaining count of the Information as against defendant. Defendant
4 understands, however, that at the time of sentencing the Court may
5 consider any dismissed charges in determining the applicable
6 Sentencing Guidelines range, the propriety and extent of any
7 departure from that range, and the sentence to be imposed.

8 NATURE OF THE OFFENSE

9 4. Defendant understands that for defendant to be guilty of
10 conspiracy to commit bank fraud, in violation of Title 18, United
11 States Code, Section 1349, the following must be true: First,
12 during the time period alleged in the Information there was an
13 agreement between two or more persons to commit bank fraud; Second,
14 defendant became a member of the conspiracy knowing of its object
15 and intending to help accomplish it. The elements of bank fraud, in
16 turn, are as follows: First, defendant knowingly carried out a
17 scheme or plan to obtain money or property from a financial
18 institution by making false statements or promises; Second,
19 defendant knew that the statements or promises were false; Third,
20 the statements or promises were material, that is, they had a
21 natural tendency to influence, or were capable of influencing, a
22 financial institution to part with money or property; Fourth, the
23 defendant acted with the intent to defraud; and Fifth, the financial
24 institution was federally insured.

25 PENALTIES AND RESTITUTION

26 5. Defendant understands that the statutory maximum sentence
27 that the Court can impose for a violation of Title 18, United States
28 Code, Sections 1349, 1344, is: 30 years' imprisonment; a five-year

1 period of supervised release; a fine of \$1,000,000, or twice the
2 gross gain or loss, whichever is greatest; and a mandatory special
3 assessment of \$100.

4 6. Defendant understands that supervised release is a period
5 of time following imprisonment during which defendant will be
6 subject to various restrictions and requirements. Defendant
7 understands that if defendant violates one or more of the conditions
8 of any supervised release imposed, defendant may be returned to
9 prison for all or part of the term of supervised release authorized
10 by statute for the offense that resulted in the term of supervised
11 release, which could result in defendant serving a total term of
12 imprisonment greater than the statutory maximum stated above.

13 7. Defendant understands that, by pleading guilty, defendant
14 may be giving up valuable government benefits and valuable civic
15 rights, such as the right to vote, the right to possess a firearm,
16 the right to hold office, and the right to serve on a jury.
17 Defendant understands that once the court accepts defendant's guilty
18 plea, it will be a federal felony for defendant to possess a firearm
19 or ammunition. Defendant understands that the conviction in this
20 case may also subject defendant to various other collateral
21 consequences, including but not limited to revocation of probation,
22 parole, or supervised release in another case and suspension or
23 revocation of a professional license. Defendant understands that
24 unanticipated collateral consequences will not serve as grounds to
25 withdraw defendant's guilty plea.

26 8. Defendant understands that defendant will be required to
27 pay full restitution to the victims of the offense to which
28 defendant is pleading guilty. Defendant agrees that, in return for

the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victims of the offenses to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offenses to which defendant is pleading guilty; and (b) any counts dismissed and charges not prosecuted pursuant to this agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with those counts and charges.

FACTUAL BASIS

9. Defendant admits that defendant is, in fact, guilty of the offenses to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charges described in this agreement and to establish the Sentencing Guidelines factors set forth below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

Beginning in or before 2024, and continuing through at least August 8, 2024, there was an agreement between two or more persons to commit bank fraud. Defendant became a member of this conspiracy knowing of its object and intending to help accomplish it. Defendant's role in the conspiracy was to act as a broker for checks stolen from the mail by postal employees, which she delivered to other conspirators who made counterfeit identity documents in the names of the victims. Still other conspirators used the counterfeit identity

1 documents to negotiate the stolen checks. Acting with the
2 intent to defraud, defendant delivered to one of her
3 conspirators in February 2024 a stolen check for \$93,000. As a
4 result of this conspiracy, defendant and her co-conspirators
5 defrauded federally-insured financial institutions including
6 Bank of America, City National Bank, JP Morgan Chase Bank,
7 Truist Bank, and Comerica Bank.

8 SENTENCING FACTORS

9 10. Defendant understands that in determining defendant's
10 sentence the Court is required to calculate the applicable
11 Sentencing Guidelines range and to consider that range, possible
12 departures under the Sentencing Guidelines, and the other sentencing
13 factors set forth in 18 U.S.C. § 3553(a). Defendant understands
14 that the Sentencing Guidelines are advisory only, that defendant
15 cannot have any expectation of receiving a sentence within the
16 calculated Sentencing Guidelines range, and that after considering
17 the Sentencing Guidelines and the other § 3553(a) factors, the Court
18 will be free to exercise its discretion to impose any sentence it
19 finds appropriate up to the maximum set by statute for the crimes of
20 conviction.

21 11. Defendant and the USAO have no agreement as to the
22 appropriate sentence or the applicable Sentencing Guidelines
23 factors. Both parties reserve the right to seek any sentence within
24 the statutory maximum, and to argue for any criminal history score
25 and category, base offense level, specific offense characteristics,
26 adjustments, departures, and variances.

27 WAIVER OF CONSTITUTIONAL RIGHTS

28 12. Defendant understands that by pleading guilty, defendant
gives up the following rights:

- a) The right to persist in a plea of not guilty.

1 b) The right to a speedy and public trial by jury.

2 c) The right to be represented by counsel - and if
3 necessary have the court appoint counsel - at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel - and if necessary have the court appoint
6 counsel - at every other stage of the proceeding.

7 d) The right to be presumed innocent and to have the
8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

10 e) The right to confront and cross-examine witnesses
11 against defendant.

12 f) The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g) The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

18 h) Any and all rights to pursue any affirmative
19 defenses, Fourth Amendment or Fifth Amendment claims, and other
20 pretrial motions that have been filed or could be filed.

21 LIMITED WAIVER OF DISCOVERY

22 13. In exchange for the government's obligations under this
23 agreement, defendant gives up any right defendant may have had to
24 review any additional discovery.

25 ABANDONMENT OF DIGITAL DEVICES

26 14. Defendant abandons all right, title, and interest
27 defendant had in any of the digital devices seized by law
28

1 enforcement officials in this case, which defendant admits are
2 instrumentalities of defendant's offense.

3 WAIVER OF APPEAL OF CONVICTION

4 15. Defendant understands that, with the exception of an
5 appeal based on a claim that defendant's guilty pleas were
6 involuntary, by pleading guilty defendant is waiving and giving up
7 any right to appeal defendant's convictions on the offenses to which
8 defendant is pleading guilty.

9 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

10 16. Defendant agrees that, provided the Court imposes a term
11 of imprisonment of no more than fifteen years, defendant gives up
12 the right to appeal all of the following: (a) the procedures and
13 calculations used to determine and impose any portion of the
14 sentence; (b) the term of imprisonment imposed by the Court; (c) the
15 fine imposed by the court, provided it is within the statutory
16 maximum; (d) the term of probation or supervised release imposed by
17 the Court, provided it is within the statutory maximum; (e) the
18 amount and terms of any restitution order, provided it requires
19 payment of no more than \$10,000,000; and (f) the conditions of
20 probation or supervised release imposed by the Court.

21 17. Defendant also gives up any right to bring a post-
22 conviction collateral attack on the convictions or sentence,
23 including any order of restitution, except a post-conviction
24 collateral attack based on a claim of ineffective assistance of
25 counsel, a claim of newly discovered evidence, or an explicitly
26 retroactive change in the applicable Sentencing Guidelines,
27 sentencing statutes, or statutes of conviction.

1 18. The USAO gives up its right to appeal any portion of the
2 sentence unless defendant files a notice of appeal, in which case
3 the USAO is free to cross-appeal every aspect of the sentence.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 19. Defendant agrees that if, after entering a guilty plea
6 pursuant to this agreement, defendant seeks to withdraw and succeeds
7 in withdrawing defendant's guilty plea on any basis other than a
8 claim and finding that entry into this plea agreement was
9 involuntary, then (a) the USAO will be relieved of all of its
10 obligations under this agreement; and (b) should the USAO choose to
11 pursue any charge that was either dismissed or not filed as a result
12 of this agreement, then (i) any applicable statute of limitations
13 will be tolled between the date of defendant's signing of this
14 agreement and the filing commencing any such action; and
15 (ii) defendant waives and gives up all defenses based on the statute
16 of limitations, any claim of pre-indictment delay, or any speedy
17 trial claim with respect to any such action, except to the extent
18 that such defenses existed as of the date of defendant's signing
19 this agreement.

20 EFFECTIVE DATE OF AGREEMENT

21 20. This agreement is effective upon signature and execution
22 of all required certifications by defendant, defendant's counsel,
23 and an Assistant United States Attorney.

24 BREACH OF AGREEMENT

25 21. Defendant agrees that if defendant, at any time after the
26 effective date of this agreement, knowingly violates or fails to
27 perform any of defendant's obligations under this agreement ("a
28 breach"), the USAO may declare this agreement breached. All of

1 defendant's obligations are material, a single breach of this
2 agreement is sufficient for the USAO to declare a breach, and
3 defendant shall not be deemed to have cured a breach without the
4 express agreement of the USAO in writing. If the USAO declares this
5 agreement breached, and the Court finds such a breach to have
6 occurred, then: (a) if defendant has previously entered a guilty
7 plea pursuant to this agreement, defendant will not be able to
8 withdraw the guilty pleas, (b) the USAO will be relieved of all its
9 obligations under this agreement, and (c) defendant will still be
10 bound by defendant's obligations under this agreement.

11 22. Following the Court's finding of a knowing breach of this
12 agreement by defendant, should the USAO choose to pursue any charge
13 that was either dismissed or not filed as a result of this
14 agreement, then:

15 a) Defendant agrees that any applicable statute of
16 limitations is tolled between the date of defendant's signing of
17 this agreement and the filing commencing any such action.

18 b) Defendant waives and gives up all defenses based on
19 the statute of limitations, any claim of pre-indictment delay, or
20 any speedy trial claim with respect to any such action, except to
21 the extent that such defenses existed as of the date of defendant's
22 signing this agreement.

23 c) Defendant agrees that: (i) any statements made by
24 defendant, under oath, at the guilty plea hearing (if such a hearing
25 occurred prior to the breach); (ii) the agreed to factual basis
26 statement in this agreement; and (iii) any evidence derived from
27 such statements, shall be admissible against defendant in any such
28 action against defendant, and defendant waives and gives up any

1 claim under the United States Constitution, any statute, Rule 410 of
2 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
3 Criminal Procedure, or any other federal rule, that the statements
4 or any evidence derived from the statements should be suppressed or
5 are inadmissible.

6 COURT AND PROBATION OFFICE NOT PARTIES

7 23. Defendant understands that the Court and the United States
8 Probation Office are not parties to this agreement and need not
9 accept any of the USAO's sentencing recommendations or the parties'
10 agreements to facts or sentencing factors.

11 24. Defendant understands that both defendant and the USAO are
12 free to: (a) supplement the facts by supplying relevant information
13 to the United States Probation Office and the Court, (b) correct any
14 and all factual misstatements relating to the Court's Sentencing
15 Guidelines calculations and determination of sentence, and (c) argue
16 on appeal and collateral review that the Court's Sentencing
17 Guidelines calculations and the sentence it chooses to impose are
18 not error, although each party agrees to maintain its view that the
19 calculations in the plea agreement are consistent with the facts of
20 this case. While this paragraph permits both the USAO and defendant
21 to submit full and complete factual information to the United States
22 Probation Office and the Court, even if that factual information may
23 be viewed as inconsistent with the facts agreed to in this
24 agreement, this paragraph does not affect defendant's and the USAO's
25 obligations not to contest the facts agreed to in this agreement.

26 25. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to

1 the maximum established by statute, defendant cannot, for that
2 reason, withdraw defendant's guilty pleas, and defendant will remain
3 bound to fulfill all defendant's obligations under this agreement.
4 Defendant understands that no one -- not the prosecutor, defendant's
5 attorney, or the Court -- can make a binding prediction or promise
6 regarding the sentence defendant will receive, except that it will
7 be within the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 26. Defendant understands that, except as set forth herein,
10 there are no promises, understandings, or agreements between the
11 USAO and defendant or defendant's attorney, and that no additional
12 promise, understanding, or agreement may be entered into unless in a
13 writing signed by all parties or on the record in court.

14 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

15 27. The parties agree that this agreement will be considered
16 part of the record of defendant's guilty plea hearing as if the
17 entire agreement had been read into the record of the proceeding.

18 ///

1 AGREED AND ACCEPTED

2 UNITED STATES ATTORNEY'S OFFICE
3 FOR THE CENTRAL DISTRICT OF CALIFORNIA

4 JOSEPH T. MCNALLY
5 Acting United States Attorney

6 Andrew Brown

February 10, 2025

7 ANDREW BROWN
8 Assistant United States Attorney

Date

9 ANNDRAYA ALLIEJ STINSON
10 Defendant

3/24/25
Date

11 Michael M. Crain
12 MICHAEL CRAIN
13 Attorney for Defendant
14 ANNDRAYA ALLIEJ STINSON

March 24, 2025
Date

15 CERTIFICATION OF DEFENDANT

16 I have read this agreement in its entirety. I have had enough
17 time to review and consider this agreement, and I have carefully and
18 thoroughly discussed every part of it with my attorney. I
19 understand the terms of this agreement, and I voluntarily agree to
20 those terms. I have discussed the evidence with my attorney, and my
21 attorney has advised me of my rights, of possible pretrial motions
22 that might be filed, of possible defenses that might be asserted
23 either prior to or at trial, of the sentencing factors set forth in
24 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
25 and of the consequences of entering into this agreement. No
26 promises, inducements, or representations of any kind have been made
27 to me other than those contained in this agreement. No one has
28 threatened or forced me in any way to enter into this agreement. I
am satisfied with the representation of my attorney in this matter,

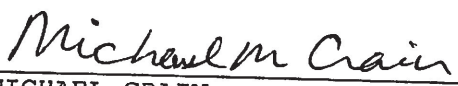
1 and I am pleading guilty because I am guilty of the charge and wish
2 to take advantage of the promises set forth in this agreement, and
3 not for any other reason.

4 
5 ANNDRAYA ALLIEJ STINSON
6 Defendant

3/24/25
Date

7 CERTIFICATION OF DEFENDANT'S ATTORNEY

8 I am ANNDRAYA ALLIEJ STINSON's attorney. I have carefully and
9 thoroughly discussed every part of this agreement with my client.
10 Further, I have fully advised my client of my client's rights, of
11 possible pretrial motions that might be filed, of possible defenses
12 that might be asserted either prior to or at trial, of the
13 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
14 Sentencing Guidelines provisions, and of the consequences of
15 entering into this agreement. To my knowledge: no promises,
16 inducements, or representations of any kind have been made to my
17 client other than those contained in this agreement; no one has
18 threatened or forced my client in any way to enter into this
19 agreement; my client's decision to enter into this agreement is an
20 informed and voluntary one; and the factual basis set forth in this
21 agreement is sufficient to support my client's entry of a guilty
22 plea pursuant to this agreement.

23
24 
25 MICHAEL CRAIN
26 Attorney for Defendant
ANNDRAYA ALLIEJ STINSON

March 24, 2025
Date